



Aboriginal and Torres Strait
Islander Health Practice
Chinese Medicine
Chiropractic
Dental
Medical
Medical Radiation Practice
Nursing and Midwifery
Occupational Therapy
Optometry
Osteopathy
Pharmacy
Physiotherapy
Podiatry
Psychology

Australian Health Practitioner Regulation Agency

Request for tender – Development of an Objective Structured Clinical Exam (OSCE) for internationally qualified nurses

June 2017

Part A – Information for Vendors

1. Purpose of this document

This document is a Request for Tender (RFT) and has been prepared to provide information to assist prospective Vendors in the preparation and submission of tenders for a project to develop an Objective Structured Clinical Examination (the OSCE) for nurses. The OSCE for nurses will form an integral component of the Nursing and Midwifery Board of Australia's (the NMBA) agreed outcomes based assessment (OBA) of competence to practice for internationally qualified nurses and midwives (IQNM) wanting to register in Australia.

In issuing this RFT, the Australian Health Practitioner Regulation Agency (AHPRA) seeks to identify Vendors who are:

- able to develop the OSCE in the manner set out in the Specification (Part B of this RFT)
- able to demonstrate a commitment and ability to working in collaboration with AHPRA over the term of any agreed contract to continuously seek improvements in value, efficiency and productivity in connection with the development of the OSCE for nurses, and
- prepared to work with AHPRA to continue to identify opportunities for improvement in the quality and level of service provided, for the mutual benefit of both the AHPRA and the Vendor.

2. Background

AHPRA

AHPRA was established in July 2010 to improve the quality and safety of Australia's health services through a modernised national regulatory system for health professionals.

AHPRA has an office in the capital city of each state and territory responsible for the majority of operational matters and a national office in Melbourne. AHPRA reports to the Ministerial Council. AHPRA supports the operations of the National Boards for each profession covered by the National Registration and Accreditation Scheme (the National Scheme), and the state and territory boards and committees established by the National Boards.

The services provided by AHPRA to the National Boards employ best practice approaches to regulation and cover registration functions, the management of a national public register of health practitioners, the handling of notifications on behalf of the National Boards and, subject to decisions by states and territories, responsibility to the National Boards for the highest standards of professional investigations and disciplinary prosecutions.

The fourteen National Boards included in the National Scheme are:

- Chiropractic
- Dental
- Medical
- Nursing and midwifery
- Optometry
- Osteopathy
- Pharmacy
- Physiotherapy
- Podiatry
- Psychology

- Chinese medicine
- Medical radiation practice
- Aboriginal and Torres Strait Islander Health Practice
- Occupational therapy

Issuing Entity: Australian Health Practitioner Regulation Agency (ABN 78 685 433 429) of Level 7, 111 Bourke Street, Melbourne, Victoria, 3000

Contact officer

Contact officer	
Name and title	Kirsti Hibberd Senior Policy Officer – Nursing and Midwifery
Address for correspondence by post	GPO Box 9958 Melbourne Vic 3001
E-mail address:	nmbafeedback@ahpra.gov.au

3. The Opportunity

The agreement will be made between AHPRA and the successful parties. The NMBA will fund the development of the OSCE for nurses.

AHPRA is seeking a suitably qualified and experienced Vendor to develop the examination content for the OSCEs for internationally qualified nurses (IQN) including the OSCE scenarios, scoring processes for each case and the overall examination, and a reporting structure for the results (**note: the delivery of the OSCE is not a part of this request for tender**). The successful Vendor will be subject to monitoring and management under a contract with AHPRA.

Key dates for this RFT are indicated below. These dates are advised as a **guide only** to projected timelines. AHPRA will make every effort to maintain this schedule, but reserves the right to vary dates.

Key Dates

Tenders released	29 June 2017
Vendor Briefing	Melbourne 6 July 2017 1.30-2.30PM AEST
Closing date for requests for further information	10 August 2017 (5PM AEST)
Responses to questions / clarification published on website	17 August 2017
Closing date for submission of tenders	24 August 2017 (2PM AEST)
Short listing completed by	31 August 2017
Interviews (if required) conducted by	28 September 2017
All Vendors advised of RFT outcome by	12 October 2017
Contract commencement date	10 November 2017

Contract completion date (estimated)	10 May 2019
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NOTE: Dates are indicative only.

Each Vendor is required to include in their response to this RFT a business case detailing how it would deliver the key deliverables as set out in Specification of requirements as set out in detail in Part B of this RFT.

The successful Vendor will provide a final business case (as required by the proposed contract with AHPRA), including but not limited to a project management plan, communication strategy and plan and a risk matrix. It is expected that this final business case will be based on the business case the Vendor presents in response to this RFT.

AHPRA's detailed Specification of requirements is set out in detail in Part B of this RFT

4. The Vendor

The successful Vendor will require a background relevant to providing the specification requirements and demonstrated capacity to successfully provide the key deliverables set out in this RFT.

Status of entity

The Vendor must be a legal entity with which AHPRA is able to contract. The tender submission must describe and provide evidence of the legal status of the Vendor, including its Australian Business Number (ABN).

Understanding of requirements

The Vendor must demonstrate an understanding of the requirements of the tender.

Relevant experience

The tender submission must describe the experience of the Vendor in relation to the provision of similar key deliverables to those sought in this RFT. References from or contact details of at least two clients for whom the Vendor previously has carried out similar projects must be provided. Referees must not be members of the Evaluation Panel, and should preferably be from outside AHPRA.

Financial, technical, planning and other resource capability

The tender submission must provide sufficient supporting documentation to enable AHPRA to satisfy itself as to the financial, technical, planning and other resource capability of the Vendor to successfully provide the requirements of the tender.

Staff competencies

The tender submission must describe the qualifications and experience of key staff and policies to maintain competency over the period of the contract.

5. Price

Prices quoted should be competitive and commensurate with the Specification, and key deliverables (as specified).

Tenders must contain a detailed cost summary as well as relevant stage and total project costing. If relevant, the tender must state the price for each unit of output.

All prices shall be fixed for at least 90 days from the date of submission of tenders. Vendors must confirm the period of price validity in their tender.

All prices quoted must be in Australian dollars and stated on a GST inclusive basis. This should include provision for any Extension Options (if specified).

6. Price Variation

Price variations over the period of the contract must be advised, quantified and justified. Vendors must state the factor and reasons for any variation. Proposed mechanisms for variations must be included in the Tender Response. This should include provision for any Extension Options (if specified).

7. Payments

Vendors must indicate whether they have the capacity to accept electronic funds transfer as a facility for contract payments.

A payment schedule will be negotiated with the successful Vendor. AHPRA's preferred position is to make payments according to delivery of outputs.

Part B – Specification

Introduction

The NMBA regulates the practice of nursing and midwifery in Australia and one of its key roles is to protect the public by ensuring that nurses and midwives are suitably trained and competent to practise. Under the Health Practitioner Regulation National Law, as in force in each state and territory (the National Law) the NMBA is required to oversee the assessment of the knowledge and clinical skills of internationally trained nurses and midwives and to determine the suitability of the applicants for registration in Australia. The National Law also requires the NMBA establish rigorous and responsive assessment of internationally-trained nurses and midwives.

The NMBA implemented an interim model of assessment of IQNMs for the purposes of registration in 2014. This model was implemented to support the nationally consistent assessment of the qualifications of IQNMs while further work was undertaken to explore and develop an OBA for IQNMs. In 2014, the NMBA commissioned a project: *Outcomes-based assessment of Internationally Qualified Nurses and Midwives (IQNM) competence to practise* which had the following phases – exploration (research and analysis), model development and implementation. Health Management and Planning Solutions (HMPS) were appointed to undertake the first phases of the project. This RFT applies to the model development phase of the project.

HMPS undertook the review to investigate the most effective form of competency based assessment for and within the Australian context and explored the requirements for the establishment of an OBA of competence to practice for IQNMs wanting to register in Australia.

The NMBA supported the key recommendations from this review including:

- A two part OBA process should be established which includes a cognitive and behavioural component.
- The cognitive component should be a computerised innovative item-type multiple choice question (MCQ) examination and the behavioural component should be an objective structured clinical exam (OSCE).
- The OBA process should be 'stepped' so that the candidate must pass the cognitive assessment before attempting the behavioural assessment.
- The delivery of the OBA process should be managed external to the regulator and educational institutions.

As a part of the review, the NMBA has also approved Assessment Frameworks for graduate entry-level registered nurses (RN) and enrolled nurses (EN). These Assessment Frameworks provide a detailed description of graduate entry-level RN and EN practice and will be used to underpin the assessment of competence to practise for regulatory functions. These assessment frameworks will ensure there is strong alignment between the assessment content in the OBA to measure the expected standards and competencies required. The Assessment Frameworks will be supplied to the successful bidder.

2. Objective

The objective of this procurement is develop examination content for two OSCE's for IQNs (one for RNs and one for ENs) as part of the development of the model and processes for the OBA of competence to practice for IQN applying for registration in Australia.

The OSCEs' will be used for regulatory purposes and must meet the requirements of an assessment for regulatory purposes.

3. Scope

All of the aspects of the OBA process will need to work together in a regulatory context. The Vendor will need to work within a co-ordinated and organised approach and allow for the sharing of expertise across various levels of the development of the broader OBA process. This will ensure the components interface with all of the operational requirements for the establishment of the OBA process.

The key deliverables and primary goal of this project is to develop examination content for two separate OSCE's (one for RNs and one for ENs) including:

- development of a detailed examination blueprint against the knowledge, skills and attributes required of entry level RN and EN in Australia (using the developed RN and EN Assessment Frameworks),
- development of item formats, item bank features (size, frequency of item exposure, frequency of renewal of content, item inventory maintenance/ turnover)
- development of format that is flexible and deliverable across multiple jurisdictions in various settings including simulated environments
- measures taken to ensure reliability and validity of the examination (e.g. psychometrically sound, legally defensible) and the process taken to establish and test reliability and validity
- determination of adequate examination length and duration
- determination and establishment of the scoring of items and pass rates

It is anticipated that an external provider will provide the full suite of administrative support services to deliver the OSCE's. Therefore, the following are **out of scope** for this procurement:

- item bank security
- delivery of the examination including:
 - facility that meets the requirements of delivery of a regulatory OSCE
 - training of examiners, recruitment and training of standardised patients
 - support staff
 - scoring technology (use of computer tablets)
 - IT support and videorecording
 - security
- examination candidates including:
 - preparation of materials and orientation
 - registration, identification and security
 - examination results.

4. Deliverables

The key deliverables of this procurement, including a project management plan with milestones, timelines and quality requirements, a communications plan and risk matrix at contract commencement, are:

Item	Deliverable
Content development	<ul style="list-style-type: none"> • mapping of graduate entry-level RN and EN competencies (using the developed RN and EN Assessment Frameworks) to examination content • detailed examination blueprint
Item development	<ul style="list-style-type: none"> • development of the item bank for use as a regulatory OSCE

	<ul style="list-style-type: none"> • report detailing: <ul style="list-style-type: none"> ○ the reliability and methodology used in populating the item bank including the item bank format, features (size / number of items, frequency of item exposure, frequency of renewal of content) and inventory maintenance / turnover ○ measure taken to ensure reliability and validity of the examination ○ process taken to establish and test reliability and validity of the examination ○ determination and establishment of the scoring of items and pass rates ○ determination of adequate examination length and duration ○ development of across multiple jurisdictions and in various settings
Pilot and evaluation of OSCE	<ul style="list-style-type: none"> • report detailing the piloting and evaluation of the project against agreed deliverables

Deliverables expected under the Contract (dates are indicative)

Contract commencement date	10 November 2017
Business case	24 November 2017
Content development	24 May 2018
Item development (including pilot)	10 May 2019

5. Evaluation of tenders

The following evaluation criteria will be used for the evaluation of all tenders and determination of the successful Vendor. Complying proposals will be assessed on a value for money basis. While proposals must specify a price for the relevant services, price is neither scored nor weighted.

Evaluation criteria specified as “Vital” must be met. Failure against these criteria will mean the tender is designated ‘non-compliant’: non-compliant tenders may be rejected without further consideration unless clearly indicated as alternative, non-conforming proposals and documentation is provided that supports their validity in achieving the requirements of this procurement.

Vendors are to provide their response to the Evaluation criteria below, by completing the Tender response at Part D of this document.

Evaluation criteria

The successful Vendor will require a background relevant to the assignment and a demonstrated capacity to successfully provide the required services. All Vendors will be evaluated against the evaluation criteria specified below.

Evaluation criteria	Evaluation sub-criteria	Weighting
Strong understanding of OBA in the context of the health professional regulatory system	Detailed knowledge and understanding of: <ul style="list-style-type: none"> • the use of assessment for regulatory purposes that meet the requirements of high stakes assessments • the NMBA, AHPRA and other health professional National Boards' statutory roles in the context of the National Scheme • record keeping that meets the requirements of privacy, confidentiality and any other relevant legislation. 	3 (Vital)
Strong understanding and expertise in the development of OSCE for assessment in either educational or regulatory setting	Detailed knowledge, understanding and expertise in: <ul style="list-style-type: none"> • the development of OSCE's with an understanding of the requirements of the assessment for regulatory purposes • experience in the development of an OSCE which is flexible and appropriate for multi jurisdictional and varied delivery settings • experience in the development of examinations that are interlinked with other assessment processes. 	3 (Vital)
Vendor's organisational expertise	Appropriate and relevant capability (credentials and experience of at least 5 years) in design and implementation to ensure reliability and validity are applied to the OSCE development. <p>Factors include:</p> <ul style="list-style-type: none"> • demonstration of contemporary knowledge, experience and understanding of graduate entry level RN and EN competencies • demonstration of experience in working in a complex environment • demonstration of delivery of similar examinations (may be regulatory or educational), and • financial management. 	3 (Vital)
Qualifications and experience of key staff	Appropriate and relevant capability (credentials and experience of at least 5 years), with clear and detailed evidence of these qualifications and experience, in: <ul style="list-style-type: none"> • knowledge of the nursing and midwifery professions, and • communication and listening skills and the ability to refer. 	3 (Vital)
Organisational capacity	<ul style="list-style-type: none"> • Satisfactory financial, technical support and project management capability to meet the requirements of the procurement, as demonstrated in a business case with achievable milestones / outcomes and a proposed budget with fees payable schedule. • Vendor is available to perform AHPRA's requirements at the times specified and within the budget it proposes in its business case. 	2 (Highly important)

Evaluation criteria	Evaluation sub-criteria	Weighting
Communication and stakeholder engagement	Demonstrated experience and excellent track record of successfully engaging, motivating and communicating with a diverse range of national and international stakeholders. With clear and detailed examples and proposed communications plan regarding the service provided.	3 (Vital)
Level of compliance with AHPRA's proposed contract	Vendor to set out in its response any proposed variations to AHPRA's proposed contract.	2 (Highly important)

Evaluation and Scoring

Quotes will be evaluated against the criteria listed above, using the following scale:

Scoring

Evaluation	Score
Exceeds all aspects of the evaluation criterion	4
Exceeds some aspects of evaluation criterion (and meets all other aspects of the evaluation criterion)	3
Meets the selection criterion	2
Fails some aspects of the selection criterion	1
Fails all aspects of the selection criterion.	0

Weighting

The evaluation criteria have been weighted to reflect their relative importance. The weighting scale is:

Importance of criterion	Weighting
Vital	3
Highly important	2
Desirable	1

An initial evaluation may be used to shortlist proposals. Following short listing, one or more Vendors may be interviewed to provide clarification or further information. Shortlisted Vendors may be invited, as part of the evaluation process, to submit a Best and Final Offer in relation to all or certain aspects of their respective quotes.

All Vendors will be advised of the final outcome of the selection process.

Part C – Conditions of tender

General Terms

The RFT process (**'RFT Process'**) will be managed in accordance with the Terms set out below.

1. Application of these Terms

- a) All persons (whether or not they submit a Tender) having obtained or received this RFT may only use it, and the information contained in it, in compliance with these Terms.
- b) In addition to any other remedies available under law or contract, any failure to comply with these Terms will, in the absolute discretion of AHPRA, entitle it to disqualify any Vendor from the RFT process.

2. Vendor warranties

By submitting a Tender, a Vendor warrants that:

- a) it is a legal entity capable of entering into a contract with AHPRA;
- b) in lodging its Tender it did not rely on any express or implied statement, warranty or representation, whether oral, written or otherwise made by or on behalf of AHPRA, its employees, consultants or agents other than any statement, warranty or representation expressly contained in this RFT;
- c) it did not use the improper assistance of AHPRA employees or information unlawfully obtained from AHPRA in compiling its Tender;
- d) it has examined this RFT and any other documents referred to in it, and any other information made available in writing by AHPRA to Vendors for the purposes of submitting a Tender;
- e) it has sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to the risks and other circumstances affecting its Tender;
- f) it has otherwise obtained all information and advice necessary for the preparation of its Tender;
- g) it has made proper allowance for all matters contained in or capable of inference from the information contained in this RFT or obtained as part of the RFT Process;
- h) it has made proper allowance for all matters which might impact upon the Vendor's ability to provide any goods or services, or both, covered by this RFT (**'Goods and Services'**) or to provide the Goods and Services within any particular time, cost or quality constraints;
- i) it has, and will maintain, the necessary skill, qualification and experience to enable it to provide the Goods and Services in accordance with AHPRA's standard contract (set out in Attachment 1 to this RFT);
- j) it has, or will be able to, obtain all the necessary consents, permits and authorities necessary in order for it to provide the Goods and Services;
- k) it will provide additional information in a timely manner as requested by AHPRA to clarify any matters contained in its Tender;
- l) it is satisfied as to the correctness and sufficiency of its Tender;
- m) it is not insolvent within the meaning of Section 95A of the Corporations Act 2001 (Cth) or otherwise and there is no unfulfilled or unsatisfied judgment or Court order outstanding against the Vendor;
- n) it has examined relevant statutory requirements and satisfied itself it is not participating in any anti-competitive, collusive, deceptive or misleading conduct in structuring and submitting the Tender;

- o) it has an Australian Business Number ('ABN') or an ABN is not required in relation to any proposed supply it will make in relation to this RFT; and
- p) it otherwise accepts and will comply with the rules set out in this RFT, including these Terms.

3. Vendor acknowledgements

The Vendor acknowledges and agrees that:

- a) it is responsible for all costs and expenses incurred in connection with the preparation and lodgement of its Tender, any subsequent negotiation and any future process connected with or relating to the RFT Process; and
- b) AHPRA shall not be liable for any claim in respect of any cost, expense, loss or damage on the basis of any contractual, promissory or restitutionary grounds whatsoever as a consequence of any matter relating to the Vendor's participation in the RFT Process, including, without limitation, instances where:
 - i. the Vendor is not engaged to perform under any contract; or
 - ii. AHPRA exercises any rights under this RFT or at law.

4. Conflict of interest

A Vendor must not, and must ensure that its employees, consultants do not place themselves in a position that may or does give rise to actual, potential or perceived conflict between the Vendor's and AHPRA's interests during the RFT Process.

Vendors must declare to AHPRA any matter or issue which is, may be reasonably perceived to be, or may lead to a conflict of interest in relation to any contract that may result from this RFT. Vendors must describe a strategy so that any conflict of interest will be avoided.

If a conflict of interest arises, or is likely to arise, after the Vendor submits a Tender, the Vendor must notify the AHPRA contact specified in this RFT as soon as practicable.

5. AHPRA's rights

Notwithstanding anything else in this RFT, and without limiting its rights at law or otherwise, AHPRA reserves the right, in its absolute discretion at any time, to:

- a) cease to proceed with or suspend the RFT Process;
- b) alter the structure and/or timing of this RFT or the RFT Process;
- c) vary or extend any time or date specified in this RFT for all or any Vendors or other persons;
- d) terminate the participation of any Vendor or any other person in the RFT Process;
- e) require additional information or clarification from any Vendor or any other person or provide additional information or clarification;
- f) require a Vendor to demonstrate its financial stability and its ability to remain a viable supplier of the relevant goods or services over the term of any proposed contract;
- g) engage a third party to assess a Vendor's financial, technical, planning and other resource capability;
- h) contact a Vendor's referees directly and without notifying the Vendor;
- i) negotiate with any one or more Vendors and allow any Vendor to alter its Tender;
- j) accept Tenders from one or more Vendors in relation to some but not all of the scope of the activity described in the Specification;

- k) consider more than one Tender from a single Vendor (and such alternative proposals must be clearly marked 'Alternative Proposal');
- l) consider and accept any Alternative Proposal;
- m) call for new Tenders;
- n) reject any Tender received after the Closing Time;
- o) reject any Tender, including the lowest priced Tender; and
- p) reject any Tender that does not comply with the requirements of this RFT.

6. RFT Details

6.1 Status of RFT

This RFT is not an offer. This RFT is an invitation for Vendors to submit a Tender for the provision of the Goods and Services set out in the Specification.

This RFT must not be construed, interpreted or relied upon, whether expressly or impliedly, as an offer capable of acceptance by any person or as creating any form of contractual, promissory, restitutionary or other rights.

No binding contract (including a process contract) or other understanding (including any form of contractual, promissory, restitutionary or other rights) for the supply of the Goods and Services will exist between AHPRA and any Vendor unless and until AHPRA has signed a formal written contract with a Vendor.

6.2 Accuracy of RFT

While all due care has been taken in connection with the preparation of this RFT, AHPRA does not warrant the accuracy of the content of this RFT and AHPRA will not be liable for any omission from this RFT.

AHPRA makes no representations or warranties that the content in this RFT or any part of it or any information communicated to or provided to Vendors during the RFT Process is, or will be, accurate, current or complete. AHPRA and its employees, consultants or agents will not be liable with respect to any information communicated or provided which is not accurate, current or complete.

If a Vendor finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFT or any other information provided by AHPRA (other than minor clerical matters), the Vendor must promptly notify AHPRA through the AHPRA contact specified in this RFT in writing of such discrepancy, ambiguity, error or inconsistency to give AHPRA an opportunity to consider what corrective action is necessary (if any).

Any actual discrepancy, ambiguity, error or inconsistency in this RFT or any other information provided by AHPRA will, if possible, be corrected by AHPRA and provided (or the proper information made available) to all Vendors without attribution to the Vendor that provided the notice.

6.3 Additions and amendments to RFT

AHPRA reserves the right to change any information in, remove, or to issue addenda to, this RFT. AHPRA and its employees, consultants and agents will not be liable in connection with either the exercise of, or failure to exercise, this right.

If AHPRA exercises its right to change information under this clause 6.3, it may seek amended Tenders from all Vendors.

6.4 Representations

No representation made by or on behalf of AHPRA in relation to this RFT (or its subject matter) will be binding on AHPRA unless that representation is expressly incorporated into any contract(s) ultimately executed by AHPRA and a Vendor.

6.5 Confidentiality of AHPRA information

All persons (including Vendors) obtaining or receiving this RFT and any other information provided by AHPRA in connection with this RFT or the RFT Process must:

- (a) keep the contents of this RFT and such other information confidential;
- (b) not disclose or use this RFT or such other information except as required for the purpose of developing a Tender or to provide the Goods or Services specified in this RFT; and
- (c) securely destroy copies of the RFT and such other information when advised of the outcome of the RFT or after supply of the Goods or Services, unless required by law to retain it.

6.6 Confidentiality of Tenders

AHPRA will treat Tenders as confidential and will not disclose the contents of a Tender except:

- (d) as required by law (including, for the avoidance of doubt, as required by the Freedom of Information Act 1982 (Cth));
- (e) for the purpose of investigations by the Australian Competition and Consumer Commission or other government authorities having relevant jurisdiction; or
- (f) to consultants or advisers to AHPRA engaged to assist with the RFT Process.

6.7 Vendors to ensure their personnel comply with this RFT

Vendors must ensure that any employee, agent or contractor, or any other person to whom it discloses this RFT and any documents issued in relation to it will, in relation to the use of, return of and liability for that material, be bound by the same terms (or terms to the same effect) as those set out in these Terms and Conditions.

6.8 Licence to use the RFT and Intellectual Property Rights in the RFT

Persons obtaining or receiving this RFT and any other documents issued in relation to the RFT Process may use and copy this RFT and such documents only for the purpose of preparing a Tender or to provide the Goods and Services.

Such Intellectual Property Rights as may exist in this RFT and any other documents provided to Vendors by or on behalf of AHPRA in connection with the RFT Process are owned by (and will remain the property of) AHPRA except to the extent expressly provided otherwise.

6.9 Ownership and use of Tenders

All Tenders and any accompanying documents become the property of AHPRA. Vendors will retain all intellectual property rights contained in a Tender. However, by submitting a Tender, a Vendor licenses AHPRA to reproduce and use the Tender for the purpose of evaluating it.

6.10 AHPRA's reporting requirements

Vendors acknowledge that AHPRA is subject to legislative and administrative accountability and disclosure requirements. Without limiting AHPRA's right to disclose information about any contract awarded, AHPRA may publicly disclose the supplier's name and a range of details about the contract, including contract value. Vendors should also note that the Freedom of Information Act 1982 (Cth) applies to AHPRA.

6.11 No lobbying etc.

Vendors must not communicate with, or seek assistance from, AHPRA staff, Board members, or Agency Management Committee members regarding this RFT, except as expressly provided for in this RFT. Where a Vendor is an existing supplier to AHPRA, day to day communications may continue in accordance with any current agreement, however no aspect of this RFT may be discussed.

Vendors must not engage in any activities that may be perceived as, or that may have the effect of, influencing the outcome of the RFT Process in any way. Improper communications may be grounds for disqualifying a Vendor.

6.12 Vendors must notify probity problems

Should any Vendor consider that the RFT process has failed to accord it fair right to be considered as a successful Vendor or that it has been prejudiced by any breach of these Terms and Conditions or other relevant principle affecting the bids or their evaluation, the Vendor must notify AHPRA immediately of the alleged failure or breach to the Contact Person. Notification must set out the issues in dispute, the impact on the Vendor's interests, any relevant background information and the outcome desired.

6.13 No dumping of goods

Tenders from suppliers who are offering goods subject to an Australian Customs Dumping Notice will be disqualified from further consideration. AHPRA reserves the right to suspend an agreement where the supplier is providing goods subject to an Australian Customs Dumping Notice.

6.14 Tenders must not be conditional

A Vendor's Tender must not be conditional on:

- (a) board approval of the Vendor or any related body corporate being obtained;
- (b) the Vendor conducting due diligence or any other enquiry;
- (c) the Vendor (or anyone else) obtaining any regulatory approval or consent; or
- (d) the Vendor obtaining the consent or approval of any third party.

6.15 Notification of unsuccessful Vendors

AHPRA will notify unsuccessful Vendors of the final decision and unsuccessful Vendors may ask for a debriefing following the award of a contract.

6.16 Continuing obligations

The obligations of the Vendor under this clause 6 survive the termination or expiration of the agreement constituted by these Terms.

7. Illegible or incomplete Tenders

AHPRA may at its sole discretion:

- (a) disqualify incomplete or illegible Tenders or evaluate them solely on the legible information provided, and AHPRA is under no obligation to seek clarification or further information from a Vendor;
- (b) permit a Vendor to correct an unintentional error in a Tender where that error becomes apparent after Closing Time, but not if AHPRA considers the correction would materially alter the substance of the Tender.

8. Obligation to notify errors

If a Vendor becomes aware of an error in its Tender, it must promptly notify AHPRA of this.

9. Governing Law

This RFT is governed by the laws of Victoria.

10. Evaluation Process

Short-listing: tenders will be evaluated against the indicated criteria. An initial evaluation will be used to short-list proposals. Vendors not short-listed may be notified in writing at this stage that their tender has been unsuccessful.

Interviews: Following short-listing, one or more Vendors may be approached to make a presentation to and be interviewed by the Evaluation Panel to provide clarification or further information.

Best and final offers: Vendors may be invited, as part of the tendering process, to submit a best and final offer in relation to all or certain aspects of their respective tenders as described in this document (in particular, refer 'Negotiations and Best and Final Offers').

Notification of final outcome: All Vendors may be advised in writing of the final outcome of the tender evaluation, including the identity of the successful Vendor.

Acceptance: Non complying tenders may be rejected. AHPRA may not accept the lowest priced tender and may not accept any tender.

11. Format of Tender Response

A Tender Response is included at Part D of this document. Vendors must address their responses to the specifications (specifically those set out in the Evaluation Criteria) and will be assessed against the Evaluation Criteria. The Tender Response is structured to reflect the information requirements of this tender and Vendors are advised to use the Tender Response in preparation of their tenders.

12. AHPRA prefers a single provider

AHPRA's preference is to deal with a single Vendor. However, AHPRA may agree to more than one entity being used in the supply of Goods and Services (e.g. by the use of subcontractors), provided the Vendor is the lead supplier who is ultimately responsible for delivery of the required Goods and Services in accordance with its contract with AHPRA.

13. Form and Application of Agreement

The successful Vendor will be required to enter into AHPRA's template contract, a copy of which is at Attachment 1.

A contract for delivery or provision of goods or services described in this document does not exist until both parties have executed the applicable standard form AHPRA ICT agreement.

Contractors will be required to comply with appropriate statutory document retention practices, which may include long-term storage of electronic and hard copy documents for up to 25 years.

14. Statement of Departures

Vendors must state in their tenders that either:

- there are no departures from the specification (Part B) of this document (including the Evaluation Criteria); or,
- where there are departures, submit with their tender a tabulated statement detailing the departures in the format set out in Part D.

Vendors must also submit a tabulated statement (in the format specified in Part D of this RFT), with numbering corresponding to the relevant clauses of the proposed contract, detailing any non-compliance with the proposed contract.

In particular, Vendors must state whether they will not comply, or will comply only subject to conditions, with the terms of the proposed contract. Full details of any non-compliance (including the nature of the non-compliance and any reason for it) must be stated in the space provided in the table, together with any amendments that would render the provision acceptable to the Vendor. No response is required regarding a clause if the Vendor will comply with that clause. Only those clauses the Vendor will not comply with, or will comply with subject to conditions should be noted in the tabulated statement.

AHPRA is prepared to contemplate minor variations or departures from the proposed contract. However, Vendors should note that significant or substantial variations or departures may not be viewed favourably unless the Vendor is able to demonstrate the necessity for such variation or departures.

AHPRA will assume that a Vendor is able to and will, in fact, comply with the proposed contract in all respects unless the Vendor expressly states otherwise. Failure to notify AHPRA of any non-compliance may result in a tender being disregarded.

For the purpose of this clause 14:

- a) **complies** means that the Vendor accepts the contractual provision in every respect, including the wording of the provision;
- b) **will comply subject to conditions** means the Vendor will comply with the relevant contractual provision, subject to certain specified conditions;
- c) **will not comply** means that the Vendor does not accept the contractual provision.

15. Lodgement of Proposals

Tenders must be e-mailed to the following address: tenders@ahpra.gov.au

Complete tenders must be received at the above e-mail address by precisely **2pm, 24 August 2017**.

The closing time of 2pm is defined as 2pm Australian Eastern Standard Time, or 2pm Australian Eastern Daylight Time (as relevant), as determined by Telstra's Recorded Time Service (phone 1194).

AHPRA may in its absolute discretion extend the closing time by providing written notice to Vendors.

One electronic copy of the entire proposal must be submitted. If the tender proposal is too large to be transmitted via e-mail, it can be copied onto a USB drive and hand delivered to the relevant AHPRA office. Please contact the Policy Manager for this tender (see par 2 of Part A for details) well in advance of the closing date to make the necessary arrangements for hand delivery.

Other than as set out in this document, late, facsimiled, or incomplete proposals will not be accepted.

Unless exceptional circumstances apply as described below, tenders received after the time allowed for the delivery of tenders are deemed ineligible for consideration.

Late tenders will only be opened to identify a business name and address. The Policy Manager or AHPRA nominee will promptly inform a Vendor that their tender was late and could not be considered.

Acceptance of Late Tenders only in Exceptional Circumstances

A late tender may only be accepted at the sole discretion of AHPRA, if it can be clearly demonstrated that AHPRA's receiving arrangements were at fault, i.e. delivery to the designated e-mail address was hindered in some manner including a major/critical incident, and that the integrity of the tender process will not be compromised by accepting a late tender.

Proposals delivered by the Vendors or their representative (including couriers) must be lodged as outlined above before the specified closing time. If a USB drive is being hand delivered, sufficient delivery time should also be allowed to account for building management security arrangements.

AHPRA staff cannot accept responsibility for lodging tenders on behalf of Vendors.

Proposals must be signed and dated by an authorised officer of the Vendor.

All proposals must be in the English language.

Proposals will be opened after 2pm on the closing date of tenders and notification of receipt will be forwarded to each Vendor.

16. Requests for Further Information

Clarification of Processes

Prospective Vendors may contact Danny Sisko, Procurement & Strategy Manager on procurement@ahpra.gov.au to clarify matters relating to the tender process. Verbal explanations or instructions given to prospective Vendors prior to the acceptance of a proposal shall not bind AHPRA.

Clarification of Tender Specification or Additional Information

Requests for clarification of tender specifications or additional information regarding the Service, marked "confidential", must be made in writing via email.

Address such requests to nmbafeedback@hpra.gov.au, marked to the attention of Kirsten Hibberd, Senior Policy Officer, Nursing and Midwifery.

All requests for clarification or for additional information must be lodged by the nominated date (refer Key Dates Table) to allow sufficient time for response and information to be provided to all parties requesting tender documentation. The response of AHPRA to requests for clarification or additional information is entirely at the discretion of AHPRA and AHPRA reserves the right not to respond to any question or request, irrespective of when such question or request is received. In any event, AHPRA will not provide information later than three days before close of tender.

Except where AHPRA is of the opinion that issues raised apply only to an individual Vendor, answers provided by AHPRA to Vendor requests for clarification or additional information will be made available (without identifying the source of the inquiry) to all parties who have requested tender documentation.

Additional Information Required by AHPRA

If additional information to that contained in a proposal is required by AHPRA when proposals are being considered, written information and/or interviews may be requested to obtain such additional information at no cost to AHPRA.

The name and telephone number of an officer or employee of the Vendor capable of clarifying technical and commercial aspects of the proposal must be provided.

AHPRA may invite some or all Vendors to give a presentation to AHPRA in relation to their tenders, including (where the RFT relates in whole or in part to goods) demonstration of the goods. AHPRA is under no obligation to invite any presentations from Vendors.

In addition to presentations, AHPRA may request some or all Vendors to:

- conduct a site visit;
- provide references; and/or
- make themselves available for Panel interviews.

References

In their tender response Vendors must nominate and provide contact details of at least two referees whose organisations have been supplied with services similar to those requested in this document, and of whom AHPRA staff considering proposals may make inquiries to assist in establishing the suitability of any item or service tendered.

Negotiations and Best and Final Offers

AHPRA is under no obligation to conduct any negotiations with Vendors.

After short listing, AHPRA may elect to engage in detailed discussions and negotiations with one or more Vendors, with a view to maximising the benefits of the tenders submitted.

As part of this negotiation process, AHPRA may request such a Vendor to improve one or more aspects of their tender, including any technical, financial, corporate or legal components.

Vendors or, where the tendering process involves a short listing process, shortlisted Vendors, may be invited by AHPRA to submit a best and final offer in relation to all or certain aspects of their respective tenders.

AHPRA is under no obligation to give a Vendor the opportunity to submit a best and final offer. If AHPRA chooses to give a Vendor the opportunity to submit a best and final offer, it is under no obligation to give notification before the closing time that such opportunity will be given.

Notwithstanding the possibility that AHPRA may give a Vendor the opportunity to submit a best and final offer, a Vendor should be aware that AHPRA will, in conducting its evaluation of tenders, rely on all information (including all representations) contained in such tenders. Vendors are therefore encouraged to submit their best and final offers in the first instance.

17. Reservations

Negotiation

AHPRA may, in its absolute discretion, decide not to enter into pre-contractual or any negotiations with any Vendor.

A Vendor is bound by its tender (including the Statement of Compliance to the Proposed Agreement forming part of the Vendor's submission) and, if selected as a successful Vendor, must, if requested by AHPRA, enter into a contract on the basis of the tender without negotiation.

AHPRA is under no obligation to appoint a successful Vendor or Vendors (as the case may be), or to enter into a contract with a successful Vendor or any other person, if it is unable to identify a tender that complies in all relevant respects with the requirements of AHPRA, or if to do so would otherwise not be in the best interests of AHPRA or the National Boards. For the avoidance of any doubt, in these circumstances AHPRA will be free to proceed via any alternative process.

AHPRA may conduct a debriefing session for all Vendors (successful and unsuccessful). Attendance at this debriefing session is optional.

18. General Conditions of Response

The Vendor's Response (in the format set out in Part D) must be signed by an authorised officer of the Vendor.

Part D – Tender Response Schedule

1. Vendor Details

Vendors are to complete Parts 1 to 5 of the Tender Response.

Vendor Organisation

Full Legal Name	
Trading Name	
Entity Status (e.g.: Partnership, Company etc)	
ACN number	
Registration for GST	(Yes or No)
Australian Business Number (ABN)	
Place of Incorporation	
Postal Address	
Principal Office	
Contact Person	
Position/Title	
Telephone No	
Mobile No	
Facsimile No	
E-mail address	

Sub-Contractor #1

Name	
Address	
Tasks/aspects/scope of project to be undertaken	

Sub-Contractor #2

Name	
Address	
Tasks/aspects/scope of project to be undertaken	

[Repeat as Required]

Profile of Vendor / Experience

Range of services currently delivered	
Years of operation in this capacity	

Financial Capability

Vendors are required to demonstrate that they have the financial capacity to provide, over the term of the contract, all the requirements specified in this RFT. Accordingly, please provide the following information.

If the answer to any of the following questions is yes, provide an explanation.

Note that AHPRA undertakes to treat any information provided as confidential.

(a) Are there any significant events, matters or circumstances which have arisen since the end of the last financial year which may significantly affect the operations of the Vendor?	
(b) Are there any mergers/acquisitions either recent (within the past 12 months) or which are imminent?	
(c) Are there any proceedings, either actual or threatened, against the Vendor, its parent or associated entities or any director of the Vendor, its parent or associated entities or have there been any such proceedings within the past five years? If so, what (if any) remedial action has been taken in respect of such proceedings?	
(d) Are there any bankruptcy actions against a director of the Vendor, its parent or associated entities, or has there been within the past five years?	
(e) Are there any de-registration actions against the Vendor, its parent or associated entities on foot, or have there been any within the past five years?	
(f) Are there any insolvency proceedings, actual or threatened (including voluntary administration, application to wind up, or other like action) against the Vendor, its parent or associated entities on foot, or have there been any within the past five years?	
(g) Is the Vendor, its parent or associated entities currently in default of any agreement, contract, order or award that would or would be likely to adversely affect the financial capacity of the Vendor to provide the goods or services contemplated by this RFT?	
(h) Are there any other factors which could adversely impact on the financial ability of the Vendor to successfully perform the obligations contemplated by this RFT?	
(i) Is the Vendor solvent and able to meet its debts as and when they fall due in the normal course of business?	
In addition to the information required above, Vendors are required to undertake to provide to AHPRA (or its nominated agent) upon request all such information as AHPRA reasonably requires to satisfy itself that Vendors are financially viable and have the financial capability to provide the goods or services for which they are tendering and to otherwise meet their obligations under the Proposed Contract.	
Provide your undertaking to comply with this request.	

Will you provide valid tax invoices?	(Yes or No)
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Insurances

Proof of insurance cover:	Provider	Policy Number	Expiry Date	Limit of Liability
• Public liability				
• Professional indemnity				
• Others as relevant				
• Relevant exclusions:	(Provide separately summary of any <i>relevant</i> exclusions to the above, and their potential impact on this contract)			

Technical Capability

Summary of entity's achievements	
Technical capability	
Quality Accreditation Standard	

Qualifications and Experience of Key Project Staff [Repeat table as required]

Name	
Title/Office Held	
Qualifications	
Previous Experience	
Role/functions to be performed	

Price/Cost of proposal

To enable the viability of pricing to be evaluated, tenders must include an itemised budget with costings for each stage of the contract. All prices must be in Australian dollars.

All prices shall be fixed for at least 90 days from the date of submission of tenders. Vendors must confirm the period of price validity in their tender. If price varies over the period of the contract, indicate the factor and reasons for the variation.

All prices must be GST inclusive (where applicable).

Price validity	
Prices remain valid from the date of submission of tender until:	

Price variation (State following or any other mechanism if relevant)			
Degree (%)	From (date)	Rationale	
Item			Cost (\$)
Establishment			
Establishment costs (itemise components)			
Staff costs	Rate \$	Days/Hours	
Administration costs			
Management costs			
Infrastructure costs			
Equipment costs			
Other			
Subtotal: Total cost for establishment			
Ongoing delivery			

Establishment costs (itemise components)			
Staff costs	Project Staff #1	Project Staff #1	
Administration costs			
Management costs			
Infrastructure costs			
Equipment costs			
Other			
Subtotal: Total cost for ongoing delivery			
Total charge (GST inclusive)			\$

2. References

Referee #1

Company Name	
Postal Address	
Contact Person	
Position/Title	
Telephone No	
Email Address	
Nature of work performed	

Referee #2

Company Name	
Postal Address	
Street Address	
Contact Person	
Position/Title	
Telephone No	
Facsimile No	
Nature of work performed	

3. Evaluation Criteria

Evaluation Criteria – Overview (For Vendor’s information only)

Delete the following prior to submission of your tender response

Vendors are to provide their proposal in relation to the evaluation criteria by completing ‘Response to Evaluation Criteria’ below.

In completing your response to the evaluation criteria documented in Part B: ‘Specification’, Vendors should **consider** the following aspects in their response, as relevant, by addressing or providing the following:

- how the project/service will be implemented, managed and monitored (demonstrating your understanding of the project and its structure). Note: The extent to which a practical, workable and sector sensitive approach is developed is a key consideration
- an understanding of the nature of each deliverable and how you intend to provide the components of each deliverable
- a detailed and considered discussion of the proposed methodology and how it addresses the key needs of the tender as described in the tender specification
- sufficient information to demonstrate adequate financial, technical and other resources capability to successfully undertake the requirement.
- any relevant supporting documents
- extent of any relevant experience
- broad approach to the project
- components, sub components and major tasks
- timetable indicating sequence and duration of each task, prepared in accordance with the key dates nominated in this document
- key project review points
- deliverables and outcomes for each phase of the project
- how any standards specified in this tender specification will be satisfied
- Vendor inputs
- AHPRA resource/input required
- other stakeholder input or partnering relationships required and how they will be established and managed
- how the service will integrate with and/or complement services provided by the Vendor or other agencies, suppliers or providers
- data collection and analysis arrangements
- staff management and development.

Response to Evaluation Criteria

Your response against the Evaluation Criteria must be included below.

NOTE: Vendors may rely on the information they have already provided in the previous tables in relation to any criterion if the Vendor regards such information as satisfactorily addressing the relevant criterion. A Vendor may also refer to the business case attached to its Response to address a criterion. If this is done, it should be noted against the relevant criterion, and a cross reference be given to the relevant material.



Evaluation criteria	Evaluation sub-criteria	Weighting
Strong understanding of OBA in the context of the health professional regulatory system	Detailed knowledge and understanding of: <ul style="list-style-type: none"> • the use of assessment for regulatory purposes that meet the requirements of high stakes assessments • the NMBA, AHPRA and other health professional National Boards' statutory roles in the context of the National Scheme • record keeping that meets the requirements of privacy, confidentiality and any other relevant legislation. 	3 (Vital)
Strong understanding and expertise in the development of OSCE for assessment in either educational or regulatory setting	Detailed knowledge, understanding and expertise in: <ul style="list-style-type: none"> • the development of OSCE's with an understanding of the requirements of the assessment for regulatory purposes • experience in the development of an OSCE which is flexible and appropriate for multi jurisdictional and varied delivery settings • experience in the development of examinations that are interlinked with other assessment processes. 	3 (Vital)
Vendor's organisational expertise	Appropriate and relevant capability (credentials and experience of at least 5 years) in design and implementation to ensure reliability and validity are applied to the OSCE development. <p>Factors include:</p> <ul style="list-style-type: none"> • demonstration of contemporary knowledge, experience and understanding of graduate entry level RN and EN competencies • demonstration of experience in working in a complex environment • demonstration of delivery of similar examinations (may be regulatory or educational), and • financial management. 	3 (Vital)

Evaluation criteria	Evaluation sub-criteria	Weighting
Qualifications and experience of key staff	Appropriate and relevant capability (credentials and experience of at least 5 years), with clear and detailed evidence of these qualifications and experience, in: <ul style="list-style-type: none"> • knowledge of the nursing and midwifery professions, and • communication and listening skills and the ability to refer. 	3 (Vital)
Organisational capacity	<ul style="list-style-type: none"> • Satisfactory financial, technical support and project management capability to meet the requirements of the procurement, as demonstrated in a business case with achievable milestones / outcomes and a proposed budget with fees payable schedule. • Vendor is available to perform AHPRA's requirements at the times specified and within the budget it proposes in its business case. 	2 (Highly recommended)
Communication and stakeholder engagement	Demonstrated experience and excellent track record of successfully engaging, motivating and communicating with a diverse range of national and international stakeholders. With clear and detailed examples and proposed communications plan regarding the service provided.	3 (Vital)
Level of compliance with AHPRA's proposed contract	Vendor to set out in its response any proposed variations to AHPRA's proposed contract.	2 (Highly important)

Business Case

A Vendor must attach to its Response, a business case detailing how it would deliver the key deliverables described in Part B of this RFT. The business case must include, but not limited to, an implementation and ongoing management plan setting out how the Vendor plans to deliver the key deliverables, communication strategy and plan, and a risk assessment for the Service.

Compliance with proposed Contract

A Vendor must provide a tabulated statement showing clearly, and in order of the relevant clauses its level of compliance with the proposed AHRPA Contract (Attachment 1 to this RFT). (Refer to clause 14 of the Conditions of Tender for further instructions).

Note: No response is required regarding a particular clause if the Vendor will comply with that clause.

Clause number	Compliance Statement	Explanation/Comment

Responses need to state one of the following:

- Will comply subject to conditions – Vendors should state the applicable conditions and the reason why those conditions are applicable; and
- Will not comply – Vendors should state the reasons for non-compliance.

In both cases, the nature and extent of the non-compliance must be clearly stated, together with any proposed amendments that would make the relevant clause acceptable to the Vendor.

4. Disclosure of Contract Information

The Conditions of Tender include provision for disclosure of contract information. If you wish to withhold the disclosure of specific contract information, you must detail how the release of this information will expose trade secrets or expose the business unreasonably to disadvantage. AHPRA will consider these arguments in the tender evaluation and negotiations with Vendors.

Non-disclosure of contract provisions must be justified under the principles for exemption within the *Freedom of Information Act 1982* (Cth) (**‘the Fol Act’**), providing that information acquired by an agency or a Minister from a business, commercial or financial undertaking is exempt under the Act if the information relates to trade secrets or other information having commercial value that would be, or could reasonably be expected to be, destroyed or diminished if the information were disclosed.

Trade secrets

In considering whether specific information should be categorised as a trade secret, submitters should assess:

- The extent to which it is known outside of your business
- The extent to which it is known by the persons engaged in your business
- Any measures taken to guard its secrecy
- Its value to your business and to any competitors
- The amount of money and effort invested in developing the information
- The ease or difficulty with which others may acquire or develop this information

Trade secrets not to be disclosed:

Unreasonable disadvantage

In determining whether disclosure of specific information would, or could reasonably be expected to, destroy or diminish its commercial value, you should consider the relevant sections of the FOI Act. Broadly, you should consider whether:

- The information is generally available to competitors
- It could be disclosed without destroying or diminishing its commercial value

Destruction or Diminution of commercial value disclosure would cause

AHPRA will use reasonable endeavours to protect information identified above, but cannot pre-empt, predict or prevent the operation of the Fol Act.

5. Acceptance of Terms and Conditions

An authorised officer of the Vendor must signify acceptance of the terms and conditions under which the tender is advertised, including the warranties given by the Vendor in section headed “Vendor Warranties” of Part C, Conditions of Tender.

Signature as indicated in this part, and submission of a proposal in response to the Request For Tender, signifies acceptance of all terms and conditions unless specifically indicated in this section by the Vendor.

Vendors must indicate their understanding and acceptance of each part of this tender document, including the attached AHPRA standard form of agreement, by signing or initialling in the table below. Where any part of this tender is not understood or accepted, Vendors must attach a tabulated Statement of Departures with explanation of why that part is not accepted.

Acceptance of Conditions		
Part	Acceptance (initial)	Non-Acceptance (initial, and attach tabulated Statement of Departures)
Part A: General Information for Vendors		
Part B: Tender Specifications		
Part C: Conditions of Tender		
Part D: Tender Response Schedules		
Attachment 1: Proposed Contract		

Endorsement	
Signature of Authorised Officer for Vendor	
Name of Authorised Officer	
Title/Office Held	
Date	

ATTACHMENT 1 – Proposed AHPRA Contract